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8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
10 **AT SEATTLE**

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12 ALIGN TECHNOLOGY, INC., a Delaware  
Corporation  
13  
14 Plaintiff,  
15 v.  
16 UNIFORM TEETH, an Illinois Corporation  
Defendant.

CASE NO. 2:21-63cv  
  
**COMPLAINT FOR FALSE  
ADVERTISING AND UNFAIR  
COMPETITION UNDER 15 U.S.C.  
§ 1125(a)**  
  
**DEMAND FOR JURY TRIAL**

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18 Plaintiff Align Technology, Inc. (“Align”), by and through its attorneys Quinn Emanuel  
19 Urquhart & Sullivan, LLP, submits this complaint against defendant Uniform Teeth (“Uniform”)  
20 to protect the public from Uniform’s unlawful publication of false, misleading, and deceptive  
21 statements regarding its comparisons to Align’s groundbreaking Invisalign® clear aligner  
22 treatment. Align does not file this lawsuit lightly, but Uniform’s refusal to provide a meaningful  
23 response to Align’s correspondence and repeated efforts to have Uniform take corrective action  
24 leaves Align with no other choice to stop Uniform’s deceptive statements.

25 **The Parties**

26 1. Align is a Delaware corporation with its principal place of business at 410 North  
27 Scottsdale Road, Suite 1300, Tempe, Arizona 85281. Align designs and manufactures the

1 Invisalign® system, the most advanced clear aligner system in the world. Align sells its  
2 Invisalign® products to dentists and orthodontists, who use them to provide clinically effective  
3 teeth-straightening treatments to their patients.

4       2.       On information and belief, defendant Uniform is a corporation organized and  
5 existing under the laws of the state of Illinois, with regular and established places of business at  
6 1270 Harrison Street, Seattle, WA 98109 and 500 108th Avenue NE, Suite 1710, Bellevue, WA  
7 98004. On information and belief, Uniform is the d/b/a name of Cvstom Co., a corporation  
8 organized and existing under the laws of the state of Delaware, which may be served with process  
9 through its designated agent, Incorporating Services, Ltd., 3400 Capitol Blvd Ste 101, Tumwater,  
10 Washington, 98501-3351. On information and belief, Cvstom Co. is registered to do business in  
11 the State of Washington and has been since at least September 3, 2019. Uniform is a start-up: a  
12 boutique orthodontic office that provides services and clear aligner products.

13                                   **Nature of the Action**

14       3.       This is a civil action for false advertising and unfair competition under the Lanham  
15 Act (15 U.S.C. § 1125(a)).

16                                   **Jurisdiction and Venue**

17       4.       This Court has subject matter jurisdiction over this action under Section 39 of the  
18 Lanham Act, 15 U.S.C. § 1121 and Title 28 of the United States Code §§ 1331, 1338(a).

19       5.       This Court has specific personal jurisdiction over Uniform because Uniform has  
20 engaged in continuous and systematic business activities in and directed to the State of  
21 Washington and this District giving rise to the claims in this action, including its publication of  
22 false, misleading, and deceptive statements in commercial advertising (including the false  
23 statements at issue) in and directed to the State of Washington and this District regarding the  
24 comparative merits of its orthodontic treatment programs and those of Invisalign® clear aligner  
25 treatment, which are the subjects of this suit.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and § 1391(c) because a substantial part of the events giving rise to the claims in this lawsuit occurred in this District and Uniform is subject to personal jurisdiction in this District.

### **Factual Background**

#### **A. ALIGN'S GROUNDBREAKING ORTHODONTIC TECHNOLOGY**

7. For nearly a century, metal braces were the only way to straighten one's teeth.

8. In 1996, Zia Chishti wondered if there was a better way. As a student at Stanford University, he was one of the many adults who used braces to straighten his teeth. After he had his braces taken off and his orthodontist provided him a plastic retainer, he considered whether a series of such plastic retainers could align the teeth as effectively as traditional metal braces, without their discomfort and inconvenience.

9. Chishti discussed his ideas with Kelsey Wirth, and they collectively founded Align Technology, Inc. in 1997, thus creating the product category of plastic teeth correctors. Working in the Stanford computer lab, the newly-formed company's founders designed a software program that could form an accurate, precise model of a person's current bite; model a straighter and more attractive bite for that same person; and design a series of plastic appliances to turn the person's current bite into the straighter and more attractive version. The FDA cleared the invention as a safe and effective medical device in 1998. By 2000, the company had attracted over \$140 million in investments. It went public in 2001 with an initial valuation of \$1 billion.

10. Align has invested more than one billion dollars in innovation, including developing its state of the art proprietary materials, impression systems, predictive software and other research and development. Annually, Align spends more than \$100 million on research and development to continue providing patients the best possible treatment options. It has obtained hundreds of patents for industry-changing technologies, and it is now the largest and most popular maker of clear aligners. Align is the world's largest user of state-of-the-art 3D printing technology, and its products have transformed more than nine million smiles.

11. As a result of Align's groundbreaking technology and Align's continued efforts and expenditures to improve that technology, Align's products provide numerous advantages as compared to traditional metal braces. Invisalign® clear aligners work faster, are less uncomfortable for most patients, and are less noticeable because they are clear. Invisalign® patients can remove their clear aligners to eat or drink. Simply put, the Invisalign® treatment has revolutionized the process of straightening teeth for both children and adults. Align's twenty-plus years of work and financial investment have made the Invisalign® brand the most recognized name for prospective orthodontic patients.

**B. UNIFORM PUBLISHES FALSE STATEMENTS COMPARING ITSELF TO INVISALIGN® CLEAR ALIGNERS**

12. Uniform's technology, research and development investments, experience, and customers served do not come close to matching Align's. Yet Uniform markets itself as a competitor to Align and falsely portrays its offerings as superior to Align's. They are not.

13. Uniform's website targets consumers interested in clear aligners of the type manufactured by Align and prominently features numerous false and/or misleading quantitative comparisons between its products and services and the products offered by Align in an effort to inflate the perception of its products by freeriding on Align's goodwill as a comparison point for Uniform's false claims.

14. For example, Uniform's landing page contains the following image, apart from the red boxes added for emphasis.<sup>1</sup>

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<sup>1</sup> <https://www.uniformteeth.com/>

## What Sets Us Apart



### In-Person Care

Unlike our competition, you'll consult with one of our experienced orthodontists.



### Uniform Lab Technology

Our patented technology can improve even the most challenging smile.



### A Smart Investment

When you choose our treatment, you'll save 40% over Invisalign.



### Smile Sooner

We're twice as fast as Invisalign and four times faster than traditional braces.

These statements of comparison to Invisalign® are false, misleading, and deceptive for the reasons stated below.

#### *i. Uniform's False, Misleading, and Deceptive Statements About Costs*

15. Uniform's website repeatedly asserts that Uniform's orthodontic treatment is significantly less expensive than Invisalign® clear aligner treatment. These assertions are specific, quantitative, and false.

16. As shown in the image in paragraph 14, Uniform's landing page represents to consumers without qualification that if they choose Uniform, they will "save 40% over Invisalign."<sup>2</sup>

17. Uniform's "Pricing" page similarly states without qualification that Uniform's "Clear and Transparent Pricing is 40% Less Than Invisalign."<sup>3</sup>

<sup>2</sup> *Id.*

<sup>3</sup> <https://www.uniformteeth.com/pricing>

**Our Clear & Transparent Pricing  
Is 40% Less Than Invisalign**

Level 1	Level 2	Level 3
\$2,750	\$3,950	\$4,950+
Monthly Payment Plans Available	Monthly Payment Plans Available	Monthly Payment Plans Available
		
<b>What defines a Level 1 case?</b>	<b>What defines a Level 2 case?</b>	<b>What defines a Level 3 case?</b>
Treatment plans take less than 6 months. Usually patients who have minor aesthetic changes or who have worn braces in the past qualify as a Level 1 case.	Level 2 cases typically take between 6 - 10 months. Patients have some crowding, spacing, or misaligned bites.	Level 3 cases take over 10 months. Patients in this category have significant crowding, spacing, or misaligned bites. Severely complex cases, based upon time and complexity, may incur a higher cost.

18. Elsewhere on its website, in a blog post devoted expressly to comparing its products and services to Invisalign® clear aligner therapy, Uniform tells consumers that the “[c]osts of our Invisalign alternative range from \$2500-\$5000 which is around half the price of an equivalent Invisalign treatment.”<sup>4</sup>

19. Uniform’s FAQ page similarly asserts that “Invisalign tends to be 2x more expensive than Uniform.”<sup>5</sup>

20. These quantitative comparisons between the price of Invisalign®’s products and Uniform’s products and services are false.

21. Uniform’s Pricing website lists prices for three types of treatment: Level 1 (mild), Level 2 (moderate), and Level 3 (severe). The prices listed are \$2,750 for Level 1, \$3,950 for

<sup>4</sup> <https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth>

<sup>5</sup> <https://www.uniformteeth.com/faq/>

1 Level 2, and \$4,950 for Level 3.<sup>6</sup> The fine print below Level 3 notes that “[s]everely complex  
2 cases ... may incur a higher cost.”<sup>7</sup>

3 22. Uniform’s comparison of the average price of its treatment to the average price of  
4 Invisalign®’s treatment is false. For example, while Uniform asserts that its \$2,500-\$5,000  
5 average treatment cost is “around half the price of an equivalent Invisalign treatment,” the  
6 Consumer Guide to Dentistry puts the average cost of Invisalign® treatment between \$3,000 and  
7 \$5,000—almost exactly the same as Uniform’s advertised average range and nowhere close to  
8 “2x” Uniform’s prices.<sup>8</sup>

9 23. On information and belief, through its repeated falsehoods about pricing, Uniform  
10 deceives consumers about the average costs of Uniform’s and Align’s respective treatment  
11 options.

12 24. On information and belief, consumers looking for clear aligners, like consumers in  
13 most industries, compare prices between providers, prefer lower prices, and view price as a  
14 material aspect of their decision. Align has been or is likely to be injured as a result of Uniform’s  
15 false, misleading, and deceptive statements about comparative costs.

16 *ii. Uniform’s False, Misleading, and Deceptive Statements About Treatment*  
17 *Effectiveness*

18 25. Uniform makes false and misleading statements when comparing the type and  
19 range of cases that Invisalign® clear aligners and Uniform are capable of treating.

20 26. Uniform’s website asserts that Invisalign® clear aligners “cannot treat as diverse a  
21 range of cases as Uniform Teeth.”<sup>9</sup>

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23 <sup>6</sup> <https://www.uniformteeth.com/pricing>

24 <sup>7</sup> *Id.*

25 <sup>8</sup> <https://www.yourdentistryguide.com/invisalign-cost/>. Invisalign®’s website also offers  
26 example prices for three different levels of treatment: \$3,400, \$4,800, and \$7,100. These  
27 examples are based on doctor quotes; the cost to the patient is often lower when insurance covers  
some of the cost. <https://invisalign.com/invisalign-cost>. Because the dentists and orthodontists  
recommending Align set the prices of treatment and charge the patients, and because of the  
variability of insurance coverage, Align does not represent what actual charges to patients will be.

28 <sup>9</sup> <https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth>

1           27. That is false. Uniform appears to be misleadingly comparing its aligners' treatment  
2 ability *when combined with other orthodontic treatments* to that of Invisalign® clear aligners  
3 *without such other treatments*. In reality, Invisalign® clear aligners can be used to treat the same  
4 types of cases Uniform's aligners treat. Furthermore, patients whose dentists or orthodontists treat  
5 them with Invisalign® clear aligners can also receive other types of orthodontic treatment for  
6 more complex cases, just as Uniform patients can. Invisalign® clear aligners are designed to treat  
7 a wide array of clinical situations from simple to complex cases, including: (1) crowded teeth; (2)  
8 overbite; (3) underbite; (4) crossbite; (5) gap teeth; (6) open bite; (7) baby and permanent teeth;  
9 (8) generally straighter teeth; and (9) mandibular advancement for Class II correction in tween and  
10 teen patients.<sup>10</sup> On information and belief, Uniform's clear aligners treat no types of cases that  
11 Invisalign® clear aligners do not, and Uniform's clear aligners combined with other orthodontic  
12 treatments treat no types of cases that Invisalign® aligners combined with other orthodontic  
13 treatments do not.

14           28. Uniform asserts that Uniform works in 99% of cases while Invisalign® clear  
15 aligners work in only 70% of cases.<sup>11</sup>  
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26           <sup>10</sup> <https://www.invisalign.com/treatable-cases>; <https://www.invisalign.com/the-invisalign-difference/mandibular-advancement>.

27           <sup>11</sup> <https://www.uniformteeth.com/pricing>

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## See the Difference Uniform Teeth vs. Competitors

	UNIFORM TEETH	Invisalign	DIY (Smile Direct, Candid, etc.)
Orthodontists	Always	Sometimes	Never
Technology	360° x-rays and 3D scans	Bite molds or 3D scans	Bite molds or 3D scans
Treatment time	2x faster	Slow	Slowest
Visits	Fewer visits (3 - 5)	16+ visits	You never see an orthodontist
Alignable smiles	99% of cases	70% of cases	25% of cases

29. Uniform's apples to oranges comparison is false and misleading. Uniform is again comparing its complete orthodontic *services* to Align's aligner-alone orthodontic *product*. Specifically, Uniform compares the percentage of cases it can treat with *both* its products *and* additional orthodontic services to the percentage of cases Invisalign® clear aligners can treat *by themselves*. Invisalign® treatment, when paired with other ancillary orthodontic treatments—as Uniform's programs are—can treat nearly 100% of cases.

30. Upon information and belief, Uniform's false and misleading statements deceive consumers into believing it can treat far more cases than Invisalign® treatment, which is a material consideration for some consumers. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive statements about the type and range of cases that Invisalign® clear aligners are capable of treating.

### ***iii. Uniform's False, Misleading, and Deceptive Statements About Convenience of Treatment***

31. Uniform asserts, on a website expressly devoted to comparing itself to Invisalign® treatment, that it can “deliver quicker treatments” than Invisalign® clear aligners in part because it

1 “utilize[s] an online app.”<sup>12</sup> The same page asserts that Uniform cuts down on the number of  
 2 required dentist visits relative to Invisalign® treatment because Uniform can “address everything  
 3 you might expect from a check-up visit to your orthodontist by using the Uniform Teeth app.”<sup>13</sup>

4 32. Align offers patients an app called My Invisalign. My Invisalign offers many of  
 5 the same features that Uniform advertises that its app provides: patients can set reminders  
 6 involving their treatment, monitor their compliance with their treatment program, and message or  
 7 talk with (and send progress photos to) their doctors. Moreover, there are numerous remote  
 8 monitoring apps that dentists and orthodontists use—and have used for years—to aid the treatment  
 9 of patients using Invisalign® clear aligner therapy. Dentists and orthodontists have the discretion  
 10 to decide how to treat their patients, and Align has no control over whether a particular dentist or  
 11 orthodontist does or does not use an app to monitor patient progress or for any other reason.

12 33. On information and belief, customers who read Uniform’s blog will be misled into  
 13 believing that Uniform provides customers with an app to monitor their treatment progress, but  
 14 that this is never an option for patients using Invisalign® treatment. This is false: as discussed  
 15 above, Align has an app, and dentists can and do use both Align’s app and other apps to assist in  
 16 the treatment of patients using Invisalign® clear aligners. On information and belief, the  
 17 availability of an app for these purposes is a material consideration for some consumers. Align  
 18 has been or is likely to be injured as a result of Uniform’s false, misleading, and deceptive  
 19 statements about Invisalign® treatment’s comparative convenience.

20 *iv. Uniform’s False, Misleading, and Deceptive Statements About Treatment Time*

21 34. Uniform’s website makes misleading statements about the relative treatment time  
 22 of Uniform’s products and services compared to Invisalign® products.

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27 <sup>12</sup> <https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth>

28 <sup>13</sup> *Id.*

35. Uniform asserts, as part of a chart purporting to compare itself to Invisalign® clear aligners, that its treatment is “2x faster.”<sup>14</sup>

See the Difference  
Uniform Teeth vs. Competitors

	UNIFORM TEETH	Invisalign	DIY (Smile Direct, Candid, etc.)
Orthodontists	Always	Sometimes	Never
Technology	360° x-rays and 3D scans	Bite molds or 3D scans	Bite molds or 3D scans
Treatment time	2x faster	Slow	Slowest
Visits	Fewer visits (3 - 5)	16+ visits	You never see an orthodontist
Alignable smiles	99% of cases	70% of cases	25% of cases

36. As shown in the image in paragraph 14, Uniform’s homepage alleges that “[w]e’re twice as fast as Invisalign.”<sup>15</sup>

37. Uniform’s blog post comparing itself to Invisalign® clear aligners also makes misleading quantitative statements regarding treatment time. Uniform asserts that its average “time for treating moderate cases is between 6-8 months,” while Invisalign® treatments average 12-18 months.<sup>16</sup> This quantitative assertion appears to be the basis for Uniform’s above-referenced claims to be “twice as fast” as Invisalign® therapy.

38. This is misleading because it compares Uniform’s treatment time for *moderate cases* to Invisalign® therapy’s average treatment time for *all cases*.

<sup>14</sup> <https://www.uniformteeth.com/pricing>

<sup>15</sup> <https://www.uniformteeth.com/>

<sup>16</sup> <https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth> (emphasis added)

39. On information and belief, a consumer reading Uniform's website would likely be deceived into believing that Uniform is twice as fast as Invisalign® clear aligners in treating comparable cases, when that is not the case, and treatment time is a material consideration for some consumers. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive statements about Invisalign®'s treatment time.

**C. UNIFORM'S FALSE CLAIMS ARE LIKELY TO DAMAGE AND HAVE DAMAGED ALIGN'S BUSINESS**

40. As a result of these false, misleading and deceptive comparative representations, Uniform has wrongfully harmed, and is likely to continue wrongfully harming, Align's business. On information and belief, numerous dentists who would have treated patients with Invisalign® clear aligners have lost those patients to Uniform. On information and belief, Uniform's false and deceptive advertising was a cause of some of those patients' decision to use Uniform instead of Invisalign® clear aligners.

41. Current and future sales of Align products are also at risk based on the false, misleading and deceptive comparative advertising on the Uniform website.

42. Uniform's unlawful conduct, if not stopped, is likely to irreparably damage Align's reputation as a reliable, fast, affordable, and effective way of straightening teeth and diminish the good will associated with Align's products.

43. Align has repeatedly expressed its concerns to Uniform, but Uniform has persisted in promoting its offerings using deceptive and misleading statements.

**Claim For Relief**

**False Advertising and Unfair Competition Under The Lanham Act**

**(15 U.S.C. § 1125(a))**

44. Align restates and incorporates herein by reference Paragraphs 1-43 above as though fully set forth herein.

45. Align and Uniform both make and sell clear aligners to straighten patients' teeth.

46. Uniform distributes, causes to be distributed, authorizes the distribution of, or otherwise disseminates in interstate commerce false or misleading statements of fact regarding the

1 nature and quality of Align and its Invisalign® clear aligner products, including through  
2 publication, republication, distribution, and re-distribution of the Uniform website.

3 47. Uniform's publication, republication, distribution, and re-distribution of the  
4 Uniform website containing the false, misleading or deceptive statements constitute commercial  
5 advertising and promotion under 15 U.S.C. § 1125(a).

6 48. On information and belief, Uniform engages in such acts with the intent to deceive,  
7 mislead or confuse relevant consumers into believing that Invisalign® clear aligners are far more  
8 expensive, take far longer, and are less convenient and effective over a narrower range of cases  
9 than is Uniform's treatment.

10 49. On information and belief, these false or misleading statements have been and are  
11 material to consumers in their determination of which teeth-straightening treatment to purchase.

12 50. On information and belief, Uniform knows, reasonably should know, or failed to  
13 investigate so as not to know, that the statements on the Uniform website are false, misleading or  
14 deceptive.

15 51. On information and belief, the false, misleading or deceptive statements and  
16 information disseminated by Uniform have actually deceived and/or have the tendency to deceive  
17 a substantial number of actual and potential consumers.

18 52. As a result of Uniform's acts of false or misleading descriptions of fact, false or  
19 misleading and/or deceptive representations and unfair competition, Align has suffered, currently  
20 suffers, and will continue to suffer damage and irreparable injury, including to its business,  
21 reputation and good will.

22 53. The false or misleading statements and information disseminated by Uniform  
23 constitute violations of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

24 54. Uniform's conduct has caused, and will continue to cause, immediate and  
25 irreparable harm to Align for which there is no adequate remedy at law. As such, Uniform is  
26 entitled to injunctive relief as set forth in 15 U.S.C. § 1116.



1                   3.       the placement of corrective advertising to prevent the inducement of others  
2 from harming Align in the marketplace in reliance on the claim that Align is less effective or treats  
3 a narrower range of cases than Uniform;

4                   4.       the placement of corrective advertising to prevent the inducement of others  
5 from harming Align in the marketplace in reliance on the claim that Align patients do not have  
6 access to an app as Uniform's patients do; and

7                   5.       the placement of corrective advertising to prevent the inducement of others  
8 from harming Align in the marketplace in reliance on the claim that treatment using Align is less  
9 convenient or more cumbersome than treatment using Uniform;

10           C.       That the Court order an accounting of Uniform's profits;

11           D.       That Uniform be ordered to pay Align damages in an amount reflecting: (1) Align's  
12 damages resulting from Uniform's false, misleading, or deceptive statements; (2) Uniform's  
13 profits; and (3) the costs of the action, in accordance with 15 U.S.C. § 1117;

14           E.       That Uniform be ordered to pay three times the amount found as actual damages in  
15 accordance with 15 U.S.C. § 1117;

16           F.       That Uniform be adjudged to have violated the provisions of 15 U.S.C. § 1125(a)  
17 by unfairly competing against Align by using false or misleading descriptions or representations of  
18 fact that misrepresent the nature, quality and characteristics of the Invisalign® treatment;

19           G.       That all of Uniform's false or misleading materials be destroyed as allowed under  
20 15 U.S.C. § 1118;

21           H.       That Uniform file, within ten days from entry of an injunction, a declaration with  
22 this Court signed under penalty of perjury and certifying the manner in which they have complied  
23 with the terms of the injunction;

24           I.       That Align be awarded reasonable attorneys' fees and costs of suit herein, including  
25 under 15 U.S.C. § 1117; and

26           J.       That Align be granted such further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Align demands a trial by jury for all issues so triable.

DATED: January 19, 2021

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